BILL NO. S-75-05- 10

SPECIAL ORDINANCE NO. S- 86-75

AN ORDINANCE approving a contract with MOELLERING CONSTRUCTION CO. for Waynedale Phase II Improvement Resolution 5677-1974

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated March 7, 1975, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and MOELLERING CONSTRUCTION CO., INC., for improvement of streets, sidewalks and lighting authorized under Waynedale Phase II Improvement Resolution 5677-1974 for a total cost of $917,551.38, of which the property owners will pay approximately 40% and the balance paid by the City from Revenue Sharing and/or other appropriate funds, all as more particularly set forth in said Contract which is on file in the Office of the Board of Public Works, and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Vivian G. Schmidt
Councilman

APPROVED AS TO FORM
AND LEGALITY
CITY ATTORNEY

Read the first time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Finance (~~and the City Plan Commission for recommendation~~) and ~~Public Hearing to be held after due legal~~ notice, at the ~~Council Chambers, City-County Building,~~ Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock ~~P.M.,E.S.T.~~

Date: 5-13-75

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
BURNS	✓			
HINGA	✓			
KRAUS	✓			
MOSES	✓			
NUCKOLS				✓
SCHMIDT, D.	✓			
SCHMIDT, V.	✓			
STIER	✓			
TALARICO	✓			
DATE:	5-27-75			

Charles W. Westerman
CITY CLERK
Chief Deputy city clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (Special) (~~Appropriation~~) Ordinance (~~Resolution~~) No. S-86-75 on the 27th day of May, 1975.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK
Chief Deputy city clerk

James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of May, 1975, at the hour of 11:00 o'clock A.M.,E.S.T.

Charles W. Westerman
CITY CLERK
Chief Deputy city clerk

Approved and signed by me this 28th day of May, 1975, at the hour of 11:30 o'clock A M.,E.S.T.

MAYOR

Bill No. S-75-05-10

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance approving a contract with MOELLERING CONSTRUCTION CO. for Waynedale Phase II Improvement Resolution 5677-1974

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

Vivian G. Schmidt - Chairman — Vivian G. Schmidt

William T. Hinga - Vice-Chairman — William T. Hinga

John Nuckols — John Nuckols

Winfield C. Moses, Jr. — Winfield C. Moses, Jr.

Paul M. Burns — Paul M. Burns

MADE A MATTER OF RECORD
DATE 5-27-75 CHARLES W. WESTERMAN, CITY CLERK

BID ANALYSIS SHEET

PROJECT WAYNEDALE PHASE II (Bid #1 — OFFICE FORT W

DATE January 29, 1975 RES. NO. 5677-1974 — MATERIAL 6" Concrete

CONTRACTORS					MOELLERING CONSTRUCTION CO., INC.		L.W. DAILEY, INC.		JOHN DENNER, INC.	
QUAN.	STREETS — ALLEYS — SIDEWALKS UNIT	MATERIAL	ESTIMATE	EXTENSION	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
570	Sq.Yds.	Commercial Drive Approach	12.00	6840.00	11.90	6783.00	17.20	9804.00	17.40	9918.
6381	Sq.Yds.	Private Drive Approach	10.00	63,180.00	11.66	74402.46	12.90	82,314.90	15.90	100,181.
3742	Sq.Yds.	6" Plain Concrete Pavement	8.10	30,318.30	8.86	33,162.98	9.84	36,831.12	10.70	40,039
36353	Sq.Yds.	6" Plain Concrete Pave. /Curb	8.25	299,912.25	9.04	328,631.12	9.89	359,431.17	10.70	388,977.
1934	Sq.Yds.	#33 Stone Base 12" Depth	8.00	15,472.00	4.23	8,180.82	3.87	7,484.58	4.90	9,476.
30	Sq.Yds.	Concrete Slab Removal	4.00	120.00	3.00	90.00	5.30	161.40	19.50	585.
10	Each	2' Walk Step	65.00	650.00	50.00	500.00	188.12	1,881.20	260.00	2,600.
10	Each	3' Walk Step	65.00	650.00	65.00	650.00	215.00	2,150.00	260.00	2,600.
10	Each	4' Walk Step	65.00	650.00	80.00	800.00	215.00	2,150.00	260.00	2,600.
29,200	Cu.Yds.	Excavation Regular	3.00	87,600.00	3.57	104,244.00	3.76	109,792.00	5.10	148,920.
25,340	Sq.Yds.	Fine Grading & Seeding	1.10	27,874.00	0.90	23,312.80	1.40	35,476.00	0.80	20,272.
1606	Lin.Ft.	6"x6" Integral Curb	1.50	2,409.00	1.65	2,649.90	1.29	2,071.74	2.20	3,353.
206	Lin.Ft.	6"x8" Curb Wall	1.60	329.60	3.67	756.02	1.61	331.66	5.20	1,071.
72	Lin.Ft.	Combined Curb & Gutter	7.00	504.00	6.50	468.00	6.45	464.40	11.70	842.
27	Lin.Ft.	12"x12" Concrete Wall	2.50	67.50	30.00	810.00	8.06	217.62	13.00	351.
1,081	Sq.Yds.	#53 Stone for Drives	8.00	15,648.00	3.20	6,339.20	2.15	4,259.15	3.90	7,725.
176	Tons	6" Driveway Asphalt	21.00	3,696.00	38.00	6,688.00	26.88	4,730.88	23.50	4,136.
363	Tons	8" Deep Strength	21.00	7,623.00	33.00	11,979.00	23.65	8,584.95	23.50	8,530.
125,216	Sq.Ft.	Sidewalk & wingwalk 4"	1.25	156,520.00	1.38	172,798.08	1.18	147,754.88	1.60	200,345.
1,200	Lin.Ft.	6" Perforated Plastic Pipe	4.00	4,800.00	3.00	3,600.00	5.38	6,456.00	4.60	5,520.
2	Each	Parapalegic & Bicycle Ramp	35.00	70.00	47.50	95.00	107.50	215.00	195.00	390.
2	Each	New Manholes Type 1	650.00	1,300.00	640.00	1,280.00	698.75	1,397.50	650.00	1,300.
18	Each	Old Manhole Covers Adjusted	100.00	1,800.00	65.00	1,170.00	107.50	215.00	130.00	2,340.
36	Each	New Inlets to be Const. TypeI	350.00	12,600.00	385.00	13,860.00	430.00	15,480.00	425.00	15,300.
1,070	Lin.Ft.	12" Sewer Pipe R.C.P. Cl. II	14.00	14,980.00	11.90	12,733.00	11.82	12,647.40	11.70	12,519.
350	Cu.Yds.	#73 Stone for Street Cross.	8.50	2,975.00	8.50	2,975.00	8.06	2,821.00	16.90	5,915.
	LumpSum	Clearing of Right of Way		14,000.00		65,000.00		32,250.00		26,000.
116	Each	16' Embedded Alum. Poles	52.99	6,146.84	44.00	5,104.00	38.70	4,489.20	60.00	6,960.
7	Each	25' Embedded Conc. Poles	52.99	370.93	52.00	364.00	50.52	353.64	70.00	490.
7	Each	175 Watt Mercury Light	12.04	84.28	15.00	105.00	12.90	90.30	25.00	175.
116	Each	RWA 117 Mercury Light Fixture	12.04	1,396.64	15.00	1,740.00	15.59	1,808.44	25.00	2,900.
7	Each	6' Mast Arms	29.02	203.14	15.00	105.00	30.64	214.48	25.00	175.
16,500	Lin.Ft.	2/C #4 Underground Cable	0.29	4,799.50	0.30	4,950	0.32	5,280.00	0.40	6,600.
16,500	Lin.Ft.	Trench 24" Deep	0.70	11,525.00	0.65	10,725.00	0.75	12,375.00	0.90	14,850.
6,000	Lin.Ft.	2" Conduit in Trench	1.80	10,800.00	1.75	10,500.00	1.56	9,360.00	2.40	14,400.
		TOTALS (Sub)		808,804.68		917,551.38		923,164.61		1,068,550.
		CASH DEDUCT				48,000.00		70,000.00		235,081.
		TOTAL				869,551.38		853,164.61		833,469.

BARRETT LAW 62-ct-74
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting
Ratification

CONTRACT

This Agreement, made and entered into this 7th day of March, 19 75

by and between - - - - - - - MOELLERING CONSTRUCTION CO., INC. - - - - - - - - - -

- -

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve as described in Waynedale Area Neighborhood Package Improvement. Phase II

(See description on enclosed resolution)

by grading and paving the roadway to a width of feet with

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5677-1974 ~~and at the following price per lineal foot~~

at the following prices:

Commercial Drive Approach	Eleven dollars and ninety cents, per square yard	$ 11.90
Private Drive Approach	Eleven dollars and sixty six cents, per square yard	11.66
6" Plain Concrete Pavement	Eight dollars and eighty six cents, per square yard	8.86
6" Plain Concrete Pavement Including Curb	Nine dollars and four cents, per square yard	9.04
#53 Stone Base 12" Depth	Four dollars and twenty three cents, per square yard	4.23
Concrete Slab Removal	Three dollars and no cents, per square yard	3.00
2' Walk Step	Fifty dollars and no cents, each	50.00
3' Walk Step	Sixty five dollars and no cents, each	65.00
4' Walk Step	Eighty dollars and no cents, each	80.00
Excavation Regular	Three dollars and fifty seven cents, per cubic yard	3.57
Fine Grading and Seeding	Ninety two cents, per square yard	0.92
6" x 6" Integral Curb	One dollar and sixty five cents, per lineal foot	1.65
6" x 8" Curb Wall	Three dollars and sixty seven cents, per lineal foot	3.67
Combined Curb & Gutter	Six dollars and fifty cents, per lineal foot	6.50
12" x 12" Concrete Wall	Thirty dollars and no cents, per lineal foot	30.00
#53 Stone for Drives	Three dollars and twenty cents, per square yard	3.20
6" Driveway Asphalt	Thirty eight dollars and no cents, per ton	38.00
8" Deep Strength Asphalt	Thirty three dollars and no cents, per ton	33.00
Sidewalk and Wingwalk 4"	One dollar and thirty eight cents, per square foot	1.38

ment Resolution No. 5677-1974 and at the following price per lineal foot

at the following prices:

Commercial Drive Approach	Eleven dollars and ninety cents, per square yard	$ 11.90
Private Drive Approach	Eleven dollars and sixty six cents, per square yard	11.66
6" Plain Concrete Pavement	Eight dollars and eighty six cents, per square yard	8.86
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Concrete Slab Removal	Three dollars and no cents, per square yard	3.00
2' Walk Step	Fifty dollars and no cents, each	50.00
3' Walk Step	Sixty five dollars and no cents, each	65.00
4' Walk Step	Eighty dollars and no cents, each	80.00
Excavation Regular	Three dollars and fifty seven cents, per cubic yard	3.57
Fine Grading and Seeding	Ninety two cents, per square yard	0.92
6" x 6" Integral Curb	One dollar and sixty five cents, per lineal foot	1.65
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6" Driveway Asphalt	Thirty eight dollars and no cents, per ton	38.00
8" Deep Strength Asphalt	Thirty three dollars and no cents, per ton	33.00
Sidewalk and Wingwalk 4"	One dollar and thirty eight cents, per square foot	1.38
6" Perforated Plastic Pipe	Three dollars and no cents, per lineal foot	3.00
Paraplegic and Bicycle Ramp	Forty seven dollars and fifty cents, per each	47.50
New Manholes Type I	Six hundred forty dollars and no cents, each	640.00
Old Manhole Covers Adjusted and Set to Grade	Sixty five dollars and no cents, each	65.00
New Inlets to be Constructed 30" Type I	Three hundred eighty five dollars and no cents, each	385.00
12" Sewer Pipe RCP Cl. IV	Eleven dollars and ninety cents, per lineal foot	11.90
#73 Stone for Street Crossing	Eight dollars and fifty cents, per cubic yard	8.50

(Continued)

Clearing Right of Way	Sixty five thousand dollars and no cents per lump sum	$65,000.00
16' Embedded Aluminum Poles (Installation Only)	Forty four dollars and no cents, each	44.00
25' Embedded Concrete Poles (Installation Only)	Fifty two dollars and no cents, each	52.00
175 W. Mercury Light Fixtures (Installation Only)	Fifteen dollars and no cents, each	15.00
PMA 117 Mercury Light Fixtures (Installation Only)	Fifteen dollars and no cents, each	15.00
6' Mast Arms (Installation Only)	Fifteen dollars and no cents, each	15.00
2/C #4 Underground Cable (Installation Only	Thirty cents, per lineal foot	0.30
Trenching 24" Deep (Installation Only)	Sixty five cents, per lineal foot	0.65
2" Conduit in Trench (Installation Only)	One dollar and seventy five cents, per lineal foot	1.75

NOTE:
In accordance with Bid #1, as submitted, $48,000.00 is to be deducted from the total bid if paid in cash. Such option shall be exercised by the City contingent upon the City's ability to market the Barrett Law Bonds. In the event this option is exercised the amount of this contract shall be $869,551.38.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burn Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5677-1974 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before November 1, 19 75 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said date, 19 75 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 7th day of March, 19 75

MOELLERING CONSTRUCTION COMPANY, INC.

BY: Carl W. Moellering

Carl W. Moellering

ITS: Vice-President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Carl E. O'Neal

Its Board of Public Works and Mayor.

APR 17 1975

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we MOELLERING CONSTRUCTION COMPANY, INC. Contractors as principal, and RELIANCE INSURANCE COMPANY, PHILADELPHIA, PENNSYLVANIA as surety are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of NINE HUNDRED SEVENTEEN THOUSAND, FIVE HUNDRED FIFTY ONE DOLLARS AND THIRTY EIGHT CENTS ($ 917,551.38) for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said MOELLERING CONSTRUCTION COMPANY, INC. did on the 7th day of March, 1975, enter into a contract with the City of Fort Wayne to construct a Pavement on Street from WAYNEDALE NEIGHBORHOOD PACKAGE IMPROVEMENT, PHASE II (See attached resolution for description)

according to certain plans and specifications, and for a period of three years also warranting and guaranteeing the work/material and condition of the pavement thereof as provided in aforesaid contract and specifications. Now if the said MOELLERING CONSTRUCTION COMPANY, INC. shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 7th day of March, 1975

MOELLERING CONSTRUCTION COMPANY, INC. (SEAL)

BY: Carl W. Moellering (SEAL)
Carl W. Moellering

ITS: Vice-President (SEAL)

Approved this 17 day of April, 1975

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we -

- - - - - - - - - - - - - -MOELLERING CONSTRUCTION COMPANY, INC.- - - - - - - - - - -

as principal, and RELIANCE INSURANCE COMPANY, PHILADELPHIA, PENNSYLVANIA- - - - - -

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of NINE HUNDRED SEVENTEEN THOUSAND, FIVE HUNDRED FIFTY ONE DOLLARS AND THIRTY EIGHT CENTS- - - for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

- ($ 917,551.38)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the 7th day of March 1975, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 7th day of March, 1975

MOELLERING CONSTRUCTION COMPANY, INC. (SEAL)

BY: (SEAL)
Carl W. Moellering
ITS: Vice-President (SEAL)

(SEAL)

Approved this 17 day of April, 1975

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

February 25, 1975

NOTE:
In accordance with Bid #1, as submitted, $48,000.00 is to be deducted from the total bid if paid in cash. Such option shall be exercised by the City contingent upon the City's ability to market the Barrett Law Bonds. In the event this option is exercised the amount of this contract shall be $869,551.38.

61-202-12 F.S. 11/18/74

RESOLUTION NO. 5677-1974

WAYNEDALE AREA NEIGHBORHOOD PACKAGE IMPROVEMENT - PHASE II

WHEREAS, street pavements, sidewalks, storm drainage and street lighting on the streets herein described in the Waynedale Area are non-existent and in need of improvement, and

WHEREAS, the resident property owners on the herein described streets have petitioned the Board of Public Works of the City of Fort Wayne, Indiana, requesting installation of a Neighborhood Package Improvement including street pavements, sidewalks, storm sewers and street lighting, and

WHEREAS, the Board of Public Works has ordered engineering plans, specifications, cost estimates and property ownership list necessary for the accomplishment of said improvements, and

WHEREAS, the City Council will be appropriating Revenue Sharing monies for the specific purpose of this improvement commonly referred to as Waynedale Neighborhood Package Improvement - Phase II.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public works that it is deemed necessary to improve the Waynedale Area, Phase II, more specifically the following described streets:

St. Louis Avenue from the east property line of Bradbury Avenue to the west property line of Bluffton Road.

Westward Drive from the east property line of Beaty Avenue to the west property line of Old Trail Road.

McArthur Drive from the east property line of the Norfolk and Western Railway Co. to the west property line of Elzy Street.

Bradbury Avenue from the south property line of St. Louis Avenue to the south property line of McArthur Drive.

Beaty Avenue from the north property line of St. Louis Avenue to the south property line of McArthur Drive.

Burnsdale Avenue from the north property line of Westward Drive to the south property line of McArthur Drive.

Old Trail Road from the south property line of McArthur Drive to its Southern terminus.

Beaty Avenue from the north property line of Lower Huntington Road to the south property line of Prairie Grove Drive.

Waynewood Drive from the east property line of Beaty Avenue to the west property line of Old Trail Road.

Fairoak Drive from the east property line of Beaty Avenue to the west property line of Orchard Lane.

Witchwood Drive from the east property line of Beaty Avenue to the west property line of Orchard Lane.

Waynedale Boulevard from the east property line of Beaty Avenue to the west property line of Orchard Lane.

Improvements proposed for the above streets include:

1. Draining, curbing, grading and paving the streets to a uniform width of 27 feet, with 6-inch plain concrete, except where existing pavements meet minimum City standards.

2. Concrete sidewalks, 5 feet wide, on both sides of the streets described, except where they presently exist.

3. A storm sewer system adequate to provide drainage to said streets and abutting properties.

4. Street lighting with underground wiring.

Improvements shall be in accordance with the plans, profiles, detailed drawings and specifications now on file in the office of the Board of Public Works and such improvements are hereby ordered.

This improvement resolution is ordered pursuant to enabling legislation as follows:

1. Street Pavements - Burns Statute 48-2717 et. seq.

2. Sidewalks - Burns Statute 48-2703 et. seq..

3. Storm Sewers - Burns Statute 48-3950 et. seq.

4. Street Lighting - Burns Statute 48-3301 et. seq.

Preliminary determination for benefits of this improvement pursuant to the above statutes is based upon assessment to the property owners for 40% of project cost and 60% to be assessed upon the City of Fort Wayne and paid from Revenue Sharing and/or other appropriated funds. A maximum assessment of $ 21.00 per front foot for single family residential properties and a maximum assessment for residential corner lots of $3690.00 and commercial corner lots of $4920.00 is hereby established.

Relocation and/or reconstruction of water mains of the Fort Wayne Water Utility are required as part of this improvement resolution. The Board of Public Works may incorporate any or all of said water main work into the contract for this resolution provided, however, the cost of same is to be paid entirely by the Fort Wayne Water Utility with no assessment to the property owners.

Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at the rate of six per cent (6%) per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be held responsible for any sum or sums from said property owners for said work, or for the collection of same, or for the payment of any bond, bonds, certificate or certificates issued to said contractor in payment for such work, except for such monies as shall have been actually received by the City from the assessments for such improvement, or such monies as said City is by said above entitled act required to pay. All proceedings had and any work done in said improvement, assessment of property, collection of assessments and issuance of bonds therefore, shall be as provided for in said above entitled acts and amendments thereto and supplemental thereof.

ADOPTED this 18th day of November, 1974, by the Board of Public Works.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

ATTEST:

Clerk

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of emoloyees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars ($10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT, WAYNE, INDIANA DURING THE MONTHS OF JANUARY, FEBRUARY, AND MARCH, 1975.
in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35¢	55¢			
BOILERMAKER	S	10.05	50	1.00		1¢	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING)	S	8.31		6%		4	2if
(HIGHWAY)	S	9.08	40	40		5	2if
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	9.10	30	1%+30		4	
ELEVATOR CONSTRUCTOR	S	8.77	44½	+29	7%	2	
GLAZIER	S	8.24	12		25	4	35¢holida
IRON WORKER	S	9.70	55	65		1	2if
LABORER (BUILDING)	S-SS US	5.95-6.25	35	30		7	
(HIGHWAY)	S-US-SS	5.90-6.05	35	30		7	
(SEWER)	S-US-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	3if
MILLWRIGHT & PILEDRIVER	S	8.64		6%		4	2if
OPERATING ENGINEER (BUILDING)	S-SS US	6.75-9.15	40	40		5	
(HIGHWAY)	S-SS-US	6.61-8.30	30	30		5	
(SEWER)	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	7.91	40				
PLUMBER & STEAMFITTER	S	9.20	30	65		7	4if
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	9if
TEAMSTER (BUILDING)	S-SS US	6.68-7.63	16pw	17pw			
(HIGHWAY)	S-SS-US	6.56-7.16	16pw	17pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 18th DAY OF June . 1975

Wayne T. Kepler
REPRESENTING GOVERNOR, STATE OF INDIANA

REPRESENTING THE AWARDING AGENT.

Fred M. Rice
REPRESENTING STATE A.F.L. & C.I.O.

Bond No.

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

MOELLERING CONSTRUCTION CO., INC.
P. O. BOX 1168
FORT WAYNE, INDIANA

as Principal, hereinafter called Contractor, and, **RELIANCE INSURANCE COMPANY**, a corporation of the State of Pennsylvania, with principal offices at 4 Penn Center Plaza, Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA

as Obligee, hereinafter called Owner, in the amount of *** NINE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED FIFTY-ONE AND 38/100 ***

Dollars ($ 917,551.38),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated FEBRUARY 20, 19 75 , entered into a contract with Owner for

WAYNEDALE IMPROVEMENTS, PHASE II, RESOLUTION NO. 5677-1974

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

FORT WAYNE STREET ENGINEERING DEPARTMENT, FORT WAYNE, INDIANA

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 20TH day of FEBRUARY 19 75

(Witness)

MOELLERING CONSTRUCTION CO., INC. (Seal)
(Principal)

BY: CARL W. MOELLERING, VICE-PRESIDENT

(Witness)

RELIANCE INSURANCE COMPANY

BY: ROGER CURRY, ATTORNEY-IN-FACT

Performance Bond
Revised to February, 1970

SB 571 Sak (1) Printed in U.S.A.
BDR-2304 - Ed. August, 1970

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

MOELLERING CONSTRUCTION CO., INC.
P. O. BOX 1168
FORT WAYNE, INDIANA

as Principal, hereinafter called Principal, and, **RELIANCE INSURANCE COMPANY,** a corporation of the State of Pennsylvania, with principal offices at 4 Penn Center Plaza, Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

*** NINE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED FIFTY-ONE AND 38/100 ***

(Here insert a sum equal to at least one-half of the contract price) Dollars ($ 917,551.38),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated FEBRUARY 20, 1975, entered into a contract with Owner for

WAYNEDALE IMPROVEMENTS, PHASE II, RESOLUTION NO. 5677-1974

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

FORT WAYNE STREET ENGINEERING DEPARTMENT,
FORT WAYNE, INDIANA

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 20TH day of FEBRUARY 19 75

(Witness)

MOELLERING CONSTRUCTION CO., INC. (Principal) (Seal)

BY: (Title) CARL W. MOELLERING, VICE-PRESIDENT

(Witness)

RELIANCE INSURANCE COMPANY

BY: (Title) ROGER CURRY, ATTORNEY-IN-FACT

Labor and Material Payment Bond
Revised to February, 1970

SB 571Sax 21 Printed in U.S.A.
BDR-2304A - Ed. August, 1970

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Roger Curry of Bloomington, Indiana

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 10th day of July 19 74

RELIANCE INSURANCE COMPANY

Vice-President

STATE OF Pennsylvania } ss.
COUNTY OF Philadelphia }

On this 10th day of July, 1974, personally appeared J.H. McDermott

, to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:

April 26, 19 76

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, E. Clyde Wilber, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 20TH day of FEBRUARY 19 75

Assistant Secretary

EBDR-1431 Ed. 11/72

DIGEST SHEET

L-75-05-10 ✓

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Contract with Moellering Construction Co., Inc. in amount of $917,551.38 covers construction of streets, sidewalks & lighting in Waynedale, Phase II.

SEE "PRIOR APPROVAL" ATTACHED

EFFECT OF PASSAGE Improvement in Waynedale Phase II area.

EFFECT OF NON-PASSAGE See Prior Approval

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Approximately 40% to be paid by property owners - balance paid by City from Revenue Sharing and/or other appropriate funds.

ASSIGNED TO COMMITTEE Finance